

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

IN THE MARION SUPERIOR COURT  
CAUSE NO. 49D01-0306-PL-001074

STATE OF INDIANA, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
GREGORY K. HILLAN, JR. )  
individually and doing business as )  
EAGLE AUTO SALES )  
 )  
Defendant. )

**FILED**

MAY 27 2004

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*Debra L. Hill*  
CLERK OF THE  
MARION CIRCUIT COURT

### JUDGMENT

This cause came to be tried before the Court on the Complaint of the Plaintiff, State of Indiana, against the Defendant, Gregory K. Hillan, Jr., individually and doing business as Eagle Auto Sales. The Plaintiff appears by counsel, Deputy Attorney General Terry Tolliver, and the Defendant appears/appears not. The cause was submitted to the Court, witnesses were sworn, and evidence was heard.

The Court, being duly advised in the premises after considering the testimony of the witnesses and the exhibits introduced into evidence finds in favor of the Plaintiff on its Complaint and hereby issues the following findings of fact and conclusions of law:

A. The Court has subject matter jurisdiction and personal jurisdiction over the Defendant, Gregory K. Hillan, Jr., individually and doing business as Eagle Auto Sales.

B. The Defendant, Gregory K. Hillan, Jr., is a supplier as defined in Ind. Code § 24-5-0.5-2(a)(3)(B);

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C. The Defendant entered into a consumer transaction, as defined in Ind. Code § 24-5-0.5-2(1), when the Defendant sold a 1999 Chevy Silverado Pickup Truck, VIN 1GCEK19ROXR111371, to Gregory Spears of Chippewa Falls, Wisconsin on June 9, 2002.

D. The Defendant accepted payment of Ten Thousand Nine Hundred Dollars (\$10,900.00) made on behalf of Gregory Spears, as payment in full for the 1999 Chevy Silverado Pickup Truck;

E. The Defendant failed to deliver the vehicle title for the 1999 Chevy Silverado Pickup Truck to Gregory Spears at the time of the sale or delivery.

F. The Defendant represented to Gregory Spears that the title would be delivered within a reasonable period of time;

G. The Defendant has not provided title to Gregory Spears;

H. Gregory Spears is a buyer in due course as defined by Ind. Code § 26-1-9.1-320, and is entitled to take title to the vehicle free of any security interest created by the Defendant;

I. The Defendant misrepresented to Gregory Spears that the vehicle title would be transferred to Spears upon the conclusion of the vehicle transaction, when the Defendant knew or reasonably should have known that he would not transfer title to Spears, in violation of Ind. Code § 24-5-0.5-3(a)(1);

J. The Defendant misrepresented to Gregory Spears that the vehicle title would be delivered to Gregory Spears and/or his lien holder within a reasonable period of time, when the Defendant knew or reasonably should have known that the Defendant would not deliver the vehicle title within that period of time; in violation of Ind. Code § 24-5-0.5-3(a)(10); and

K. The Defendant made the above representations with knowledge and intent to deceive Gregory Spears.

**THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendant, Gregory K. Hillan, Jr., individually and doing business as Eagle Auto Sales, and that:

a. The Indiana Bureau of Motor Vehicles is directed to issue title to Gregory A. Spears of Chippewa Falls, Wisconsin and his lien holder, for the 1999 Chevrolet Silverado Truck, VIN 1GCEK19ROXR111371.

b. Pursuant to Indiana Code § 24-5-0.5-4(c)(1), the Defendant, Gregory K. Hillan, Jr., his agents, representatives, employees, successors, and assigns, are permanently enjoined from engaging in the following:

- i) Selling motor vehicles without delivering titles as required by Ind. Code § 9-17-3-3.
- ii) Representing that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the supplier knows or should reasonably know it does not have; and
- iii) Representing expressly or by implication that the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendant knows or reasonably should know that he cannot.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that judgment is entered for the Plaintiff, State of Indiana, against the Defendant, Gregory K. Hillan, Jr., as follows:

a. The Defendant shall pay the Office of the Attorney General its costs in investigating and prosecuting this action, pursuant to Ind. Code § 24-5-0.5-4(c)(3), in the amount of One Thousand One Hundred and Twelve Dollars and Fifty Cents (\$1,112.50);

b. The Defendant shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of One Thousand Dollars (\$1,000.00), payable to the State of Indiana; and

c. The Defendant shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendant's intentional violations of the Deceptive Consumer Sales Act, in the amount of One Thousand Dollars (\$1,000.00), payable to the State of Indiana.

**For a total monetary judgment in the amount of Three Thousand One Hundred and Twelve Dollars and Fifty Cents (\$3,112.50).**

**ALL ORDERED, ADJUDGED AND DECREED on this 27 day of**

May, 2004.

Gl  
Judge, Marion Superior Court

**DISTRIBUTION:**

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